

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA,

Plaintiff,

v.

CIVIL ACTION

**BELDEN INVESTMENTS, L.L.C.,
INTERSTATE EXPLORATION, LLC, and
PHARAOH OIL & GAS, INCORPORATED,**

NO. 19-224

Defendants.

COMPLAINT

The United States of America, acting at the request of the United States Coast Guard, files this Complaint and alleges the following:

NATURE OF THIS ACTION

1. The United States seeks repayment by defendants Belden Investments, L.L.C., d/b/a Amphibious Marine (“Belden”), Interstate Exploration, LLC (“Interstate”), and Pharaoh Oil & Gas, Incorporated (“Pharaoh”), as jointly and severally liable responsible parties under Section 1002(a) of the Oil Pollution Act (“OPA”), 33 U.S.C. § 2702(a), of costs paid by the Oil Spill Liability Trust Fund (the “Fund”) for a U.S. Coast Guard-led removal action following a March 2015 oil spill (the “Incident”) from an abandoned oil and gas facility located in the Bayou Sorrel, Louisiana (the “Facility”). In addition, the United States seeks repayment, pursuant to its subrogation rights under OPA Sections 1012 and 1015, 33 U.S.C. §§ 2712 and 2715, from defendant Pharaoh, of removal costs paid by the Fund to American Pollution Control Corp. (“AMPOL”), a Coast Guard-certified Oil Spill Removal Organization (“OSRO”), for its

uncompensated oil-spill removal costs incurred under a contractual agreement with Pharaoh relating to the Incident.

2. The United States seeks a judgment against the defendants, jointly and severally, for \$363,093.56, and any other relief that may be appropriate.

3. The United States seeks judgment against defendant Pharaoh for \$43,091.30, and all costs incurred by the Fund by reason of this claim, including interest (including prejudgment interest), administrative and adjudicative costs and attorney's fees, and any other relief that may be appropriate.

JURISDICTION AND VENUE

4. This court has jurisdiction over the subject matter of this action and over the parties pursuant to Section 1017(b) of OPA, 33 U.S.C. § 2717(b), and 28 U.S.C. §§ 1331 and 1345.

5. Authority to bring this action is vested in the United States Department of Justice by 28 U.S.C. §§ 516 and 519.

6. Venue is proper in this District pursuant to Section 1017(b) of OPA, 33 U.S.C. § 2717(b), and 28 U.S.C. § 1391(b), because it is the judicial district in which the defendants are located and in which the discharge and the resulting response actions occurred.

DEFENDANTS

7. Defendant Belden is a Louisiana limited liability company with its principal places of business in New Iberia, Louisiana.

8. Defendant Interstate is a Texas limited liability company with its principal place of business in Cisco, Texas.

9. Defendant Pharaoh is a Texas corporation with its principal place of business in McCamey, Texas.

STATUTORY AND REGULATORY BACKGROUND

10. OPA Section 1002(a), 33 U.S.C. § 2702(a), provides that “each responsible party for . . . a facility from which oil is discharged, or which poses the substantial threat of a discharge of oil, into or upon the navigable waters or adjoining shorelines . . . is liable for the removal costs and damages specified in subsection (b) of this section [33 U.S.C. § 2702(b)] that result from such incident.”

11. OPA Section 1001(7), 33 U.S.C. § 2701(7), defines “discharge” to mean “any emission (other than natural seepage), intentional or unintentional” and to include “spilling, leaking, pumping, pouring, emitting, emptying, or dumping[.]”

12. OPA Section 1001(9), 33 U.S.C. § 2701(9), defines “facility” to mean “any structure, group of structures, equipment, or device (other than a vessel) which is used for one or more of the following purposes: . . . storing, handling, [or] transferring . . . oil.”

13. OPA Section 1001(14), 33 U.S.C. § 2701(14), defines “incident” to mean “any occurrence or series of occurrences having the same origin, involving one or more . . . facilities . . . resulting in the discharge or substantial threat of discharge of oil[.]”

14. OPA Section 1001(21), 33 U.S.C. § 2701(21), defines “navigable waters” as “the waters of the United States, including the territorial sea[.]”

15. OPA Section 1001(23), 33 U.S.C. § 1701(23), defines “oil” to mean “oil of any kind or in any form, including petroleum, fuel oil, sludge, oil refuse, and oil mixed with wastes other than dredged spoil[.]”

16. OPA Section 1001(27), 33 U.S.C. § 2701(27), defines “person” to mean an “individual, corporation, partnership, [or] association[.]”

17. OPA Section 1001(30), 33 U.S.C. § 2701(30), defines “remove” and “removal” to mean “containment and removal of oil or a hazardous substance from water and shorelines or the taking of other actions as may be necessary to minimize or mitigate damage to the public health or welfare, including, but not limited to, fish, shellfish, wildlife, and public and private property, shorelines, and beaches[.]”

18. OPA Section 1001(31), 33 U.S.C. § 2701(31), defines “removal costs” to mean “the costs of removal that are incurred after a discharge of oil has occurred or, in any case in which there is a substantial threat of a discharge of oil, the costs to prevent, minimize, or mitigate oil pollution from such an incident[.]”

19. OPA Section 1001(32)(E), 33 U.S.C. § 2701(32), defines “responsible party” to include, “[i]n the case of a pipeline, any person owning or operating the pipeline.”

20. OPA Section 1002(b), 33 U.S.C. § 2702(b), provides that the “removal costs” referred to in Section 1002(a) of OPA, 33 U.S.C. § 2702(a), include “(A) all removal costs incurred by the United States . . . under subsection (c), (d), (e), or (f) of Section 1321 of this title [Section 311 of the Clean Water Act, 33 U.S.C. § 1321]. . . ; and (B) any removal costs incurred

by any person for acts taken by the person which are consistent with the National Contingency Plan [40 C.F.R. Part 300 (“NCP”)].”

21. Federal removal actions are funded through the Fund. The Fund is administered by the Coast Guard’s National Pollution Funds Center (“NPFC”) and financed in part by recoveries from responsible parties.

22. Pursuant to OPA Section 1012(a)(4), 33 U.S.C. § 2712(a)(4), the Fund is authorized to reimburse persons, including OSROs, for uncompensated removal costs determined to be consistent with the NCP.

23. OPA Section 1013, 33 U.S.C. § 2713, authorizes the promulgation of regulations for the presentation, filing, processing, settlement and adjudication of OPA claims against the Fund. Pursuant to this authority, the Coast Guard has promulgated regulations establishing claims procedures, codified at 33 C.F.R. Part 136.

24. OPA Section 1012(f), 33 U.S.C. § 2712(f), provides that “[p]ayment of any claim . . . by the Fund under this Act shall be subject to the United States Government acquiring by subrogation all rights of the claimant . . . to recover from the responsible party.”

25. OPA Section 1015(a), 33 U.S.C. § 2715(a), provides further that “[a]ny person, including the Fund, who pays compensation pursuant to this Act to any claimant for removal costs . . . shall be subrogated to all rights, claims, and causes of action that the claimant has under any other law.”

26. OPA Section 1015(c), 33 U.S.C. § 2715(c), provides that the United States, in an action brought under that Section, may seek “any compensation paid by the Fund to any claimant

pursuant to this Act, and all costs incurred by the Fund by reason of the claim, including interest (including prejudgment interest), administrative and adjudicative costs, and attorney's fees."

GENERAL ALLEGATIONS

A. The Incident

27. The Facility is an abandoned oil and gas exploration and production facility in Iberville Parish, Louisiana. The Facility is located in the Bayou Sorrel in the Atchafalaya Basin, approximately 20 miles southwest of Baton Rouge. The Facility consisted of a series of platforms containing, among other things, storage tanks, mechanical facilities, a knockout tank, a production tank, living quarters and numerous pipelines.

28. At the time of the Incident, defendant Pharaoh was under contract with the State of Louisiana ("State Agreement"), acting pursuant to the Louisiana Oilfield Site Restoration Law, La. R.S. 30:80 *et seq.*, to plug and abandon various wells and to clean up and restore the Facility in accordance with State law and all applicable federal, state and local regulations.

29. Sometime prior to 2014, in connection with performing under the State Agreement, Pharaoh hired Belden to decommission and dismantle the entire Facility structure. Performing under its agreement with Pharaoh, Belden cut numerous pipelines at the Facility without those pipelines being "pigged," *i.e.*, cleaned with a device forced through a pipeline to push any oil or other contents out to a collection device, and then capped. On February 14, 2014, while Belden was dismantling parts of the Facility, oil discharged from a corroded pipeline. The local Coast Guard unit, Marine Safety Unit ("MSU") Baton Rouge, investigated the discharge and discovered that Belden was conducting hot work (*i.e.*, work that involves burning, welding, using fire- or spark-producing tools, or that produces a source of ignition) on areas of the Facility's

infrastructure that contained oil. MSU Baton Rouge determined that this presented a fire and safety hazard to personnel and the environment and it issued Administrative Order No. 14-003 to Pharaoh on March 7, 2014, requiring that all piping, storage tanks and related equipment be free of oil and certified gas free by an OSRO before further dismantling activities were conducted.

30. Later in 2014, Pharaoh and Belden had a disagreement and Pharaoh directed Belden to cease work and to leave the Facility. Belden left the Facility but did not pig or cap all of the pipelines it had cut while working for Pharaoh. Pharaoh subsequently hired another contractor to continue the dismantling activities at the Facility, but the new contractor did not pig or cap any flow lines.

31. During the period of Pharaoh's operation of the Facility pursuant to the State Agreement, Interstate drilled and completed a well in the Bayou Sorrel Field known as Atchafalaya Basin Levee District No. 1 ("ABLD-1"). Interstate contacted the State about potentially using one or more of the existing pipelines at the Facility to transport oil from ABLD-1 to a receiving facility in the East Bayou Sorrel Field known as the "Hilcorp Facility."

32. In February 2015, the State and Interstate entered into an "Agreement with regard to the Use of Certain Flowlines Currently Planned To Be Decommissioned" (the "Testing Agreement") providing that Interstate could test various pipelines at the Facility to find a line that could be used in connection with transporting oil from ABLD-1 to the Hilcorp Facility. At the same time, the State notified Pharaoh that the State "has no objection to Pharaoh . . . allowing Interstate . . . to pressure test and utilize one or more of the existing flowlines in the Bayou Sorrel Field."

33. Pursuant to the Testing Agreement, Interstate identified existing pipelines at the Facility for testing. On March 9, 2015, Interstate entered into an agreement with Belden to test, among other things, a 4-inch pipeline running from the Facility to the Hilcorp Facility (the “Leak Pipeline”). Interstate directed Belden to conduct the testing in two phases, first, to flush the pipeline of any residual oil using a pig, collecting the flushed oil in tanks at the Facility; and, second, to pressure test the pipeline to evaluate its structural integrity. Belden commenced the flushing and pressure testing work at the Facility on March 12, 2015. On March 14, 2015, Belden began flushing the Leak Pipeline from the Hilcorp Facility end, expecting the pipeline to discharge to collection tanks at the Facility. The oil in the Leak Pipeline instead emerged from a separate outlet at the Facility that discharged directly to the Bayou Sorrel. The Bayou Sorrel is part of, a tributary of, or adjacent to the Atchafalaya River and Atchafalaya River Basin.

34. On March 15, 2015, at 11:15 a.m., the Coast Guard received a report from the National Response Center (“NRC”), the designated call center for the reporting of releases of hazardous substances, of a flat skiff tied next to a barge in the Bayou Sorrel where someone was conducting burning. Upon receiving notice of a spill, the NRC contacted the appropriate federal response agencies. The NRC notified MSU Baton Rouge, the pre-designated federal On-Scene Coordinator (“FOSC”) for the Atchafalaya River Basin, *see* 40 C.F.R. § 300.120.

35. MSU Baton Rouge responded to the spill report and, upon arrival at the Facility, observed approximately 1,000 gallons of crude oil creating a visible sheen and discoloration in the Bayou Sorrel. MSU Baton Rouge further observed: heavy amounts of rainbow sheen extending 2 to 3 nautical miles around the Facility; a 20 foot by 30 foot area of shoreline

between two sections of the Facility that had been burned; a heavy accumulation of oil on the water next to the burned area; and two other burned shoreline areas approximately 100 yards from the initial discharge site. MSU Baton Rouge also observed, at a point approximately one mile from the Facility, a natural collection point with a large amount of crude oil. Later testing of the oil at the natural collection point identified it as being from the same source as the oil discharged at the Facility.

36. When MSU Baton Rouge arrived at the Facility on March 15, 2015, neither Pharaoh, Interstate or Belden had been identified as a responsible party (“RP”) and none of their personnel was at the Facility. Therefore, MSU Baton Rouge, as FOOSC, commenced efforts to contain and cleanup the oil until an RP could be identified. On March 16, 2015, the MSU Baton Rouge Federal On-Scene Coordinator Representative (“FOCSR”) identified Interstate as an RP. Interstate accepted responsibility only for the discharge around the initial burn site, however, and commenced removal actions only at that location.

37. On March 16, 2015, the FOCSR identified Pharaoh as an RP and issued a Notice of Federal Interest to Pharaoh. When Pharaoh denied liability and did not initiate a removal action, the FOCSR issued a Notice of Federal Assumption to Pharaoh on March 18, 2017. On the same day, the FOCSR arrived onsite to direct the deployment of containment booms and to begin recovery operations. On March 19, 2015, Belden informed the FOCSR that oil discovered at the burn sites may have discharged from uncapped submerged pipelines due to rising waters in the Bayou Sorrel and that it had pigged and capped only several pipelines east of the Facility, leaving several others un-pigged and un-capped.

38. The removal action continued until March 21, 2015, when the FOSCR suspended activities until he could assess alternative strategies to remove the oil. The oil had become extremely weathered and difficult to separate from the debris around the pipelines and in the Bayou Sorrel. The FOSCR developed a plan for collecting samples of discharged oil found at the Facility, in the Bayou Sorrel and at the burned areas. The FOSCR took twelve samples on March 23, 2015, and sent them to the Coast Guard Marine Science Laboratory (“MSL”) for analysis on March 25, 2015. Louisiana State University (“LSU”) also took samples for analysis.

39. The FOSCR restarted the removal action on March 27, 2015, including the removal of all oil from the storage tanks on a platform at the Facility and removal of oil from the containment area around the Facility. On March 30, 2015, LSU and the FOSCR took additional samples.

40. Pharaoh, while denying responsibility for the discharge, notified the FOSCR that it wanted to take a more active role at the Facility. On April 1, 2015, the Coast Guard issued Administrative Order 15-001 to Pharaoh requiring it to submit a response plan within two days for FOSCR approval. Pharaoh hired U.S. Health and Environmental Liability Management, LLC (“U.S. Helm”) to prepare a response action plan to address the removal and disposal of any remaining oil or oily waste in the Facility's storage tanks and the removal and disposal of oil or hazardous materials discharged from the Facility. The FOSCR approved the U.S. Helm response plan and Pharaoh hired AMPOL to manage and implement the plan and to comply with Administrative Order 15-001.

41. On April 3, 2015, the Coast Guard determined, based on the samples analyzed and reviewed by the MSL and LSU that the Leak Pipeline was the source of all of the oil discharged during the Incident.

42. On April 23, 2015, the FOSCR arrived at the facility to oversee AMPOL's completion of the removal action required by Administrative Order 15-001. On May 1, 2015, the FOSCR met with Pharaoh and AMPOL at the Facility and determined that AMPOL's implementation of the approved response plan met the requirements of Administrative Order 15-001 to the satisfaction of the Coast Guard.

B. The Coast Guard's Costs and Demands for Payment

43. On March 24, 2017, the NPFC issued Notices of Potential Liability ("NOPL") to Pharaoh and Interstate. On May 8, 2017, the NPFC issued an NOPL to Belden. These NOPLs informed the recipients that they could be liable for the \$320,002.26 in removal costs incurred by the Coast Guard in response to the Incident through the dates of the notices. On October 17, 2017, the NPFC issued billing letters to each of the Defendants indicating the amount due of \$320,002.26 as of the date of the bills. None of the defendants has reimbursed the Fund for the \$320,002.26 in removal costs incurred by the Coast Guard.

44. On April 7, 2015, pursuant to Administrative Order 15-001, Pharaoh contracted with AMPOL to provide response actions in connection with the Incident. AMPOL incurred costs under the contract totaling \$42,769.24 and AMPOL presented its invoices for these costs to Pharaoh in August 2015. When Pharaoh failed to pay AMPOL's invoices within 90 days, AMPOL submitted its claim to the Fund pursuant to OPA Section 1012(a)(4), 33 U.S.C.

§ 2712(a)(4), and the Fund's claims procedures, 33 C.F.R. Part 136. The NPFC adjudicated the claim and issued a determination on December 31, 2015, offering \$42,340.30 as full and final settlement for AMPOL's claim. AMPOL accepted the offer on the same day and received payment from the Fund, and assigned, transferred and subrogated all, rights, claims, interests and rights of action to the United States. The NPFC incurred \$751.00 in costs to adjudicate AMPOL's claim, bringing the Fund's total costs with respect to the AMPOL claim through the date of payment to \$43,091.30.

45. On February 10, 2017, the NPFC issued a Notice of Potential Liability for \$43,091.30 to Pharaoh for the costs reimbursed to AMPOL and the adjudicative costs. On July 14, 2017, the NPFC issued a billing letter to Pharaoh for \$43,091.30. Pharaoh has not paid the Fund for the billed costs.

LEGAL CONTENTIONS SUPPORTING CLAIMS FOR RELIEF

46. Pharaoh, Interstate and Belden are "persons" within the meaning of Section 1001(27) of OPA, 33 U.S.C. § 2701(27).

47. The Facility, including the Leak Pipeline, was a "facility" within the meaning of Section 1001(9) of OPA, 33 U.S.C. § 2701(9), at the time of the Incident.

48. Pharaoh, Interstate and Belden were at the time of the Incident "operators" of the Facility and the Leak Pipeline within the meaning of Section 1001(26)(A)(ii) of OPA, 33 U.S.C. § 2701(26)(A)(ii), and Section 1001(32)(E) of OPA, 33 U.S.C. § 2701(32)(E), and are "responsible parties" within the meaning of Sections 1002(a) and 1001(32) of OPA, 33 U.S.C. §§2702(a) and 2701(32).

49. The discharges of oil and oily water from the pipeline into the Bayou Sorrel were “discharges” of “oil” into “navigable waters” and adjoining shorelines as those terms are defined in Section 1001(7) of OPA, 33 U.S.C. § 2701(7) (“discharge”), Section 1001(23) of OPA, 33 U.S.C. § 2701(23) (“oil”), and Section 1001(21) of OPA, 33 U.S.C. § 2701(21) (“navigable waters”).

50. The Coast Guard’s investigations, removal actions and remedial planning activities described above were “removal” actions within the meaning of Section 1001(30) of OPA, 33 U.S.C. § 2701(30).

51. The money paid or incurred by the Fund for the Coast Guard’s removal action conducted in response to releases of oil and oily water from the Leak Pipeline into the Bayou Sorrel were “removal costs” within the meaning of Section 1001(31) of OPA, 33 U.S.C. § 2701(31), and Section 1002(b)(1) of OPA, 33 U.S.C. § 2702(b)(1).

52. The money paid by the Fund to reimburse AMPOL pursuant to OPA Section 1012(a)(4), 33 U.S.C. § 2712(a)(4), were for removal actions taken by AMPOL, which were consistent with the National Contingency Plan, 40 C.F.R. Part 300 *et seq.* The amount incurred to adjudicate AMPOL’s claim are recoverable costs under OPA Section 1015(c), 33 U.S.C. § 2715(c).

53. As a result of the actions described above and the reimbursement to AMPOL, the Fund has incurred \$363,093.56 in unreimbursed removal costs for the Incident.

FIRST CLAIM FOR RELIEF
LIABILITY OF DEFENDANTS FOR REMOVAL
COSTS UNDER SECTION 1002(a) OF OPA, 33 U.S.C. § 2702(a)

54. As operators of the Facility and the Leak Pipeline from which oil was discharged into navigable waters and adjoining shorelines, Defendants are liable, jointly and severally, to the United States under Section 1002(a) of OPA, 33 U.S.C. § 2702(a), for \$363,093.56 in removal costs paid or incurred by the Fund as a result of discharges of oil from the Leak Pipeline into the Bayou Sorrel in connection with the Incident.

SECOND CLAIM FOR RELIEF
LIABILITY OF PHARAOH FOR REMOVAL
COSTS UNDER OPA SECTIONS 1012 AND 1015

55. In accordance with OPA Sections 1012(f) and 1015, 33 U.S.C. §§ 2712(f) and 2715, and pursuant to the terms of AMPOL's acceptance of payment of its claim under OPA Section 1012(a)(4), 33 U.S.C. § 2712(a)(4), Pharaoh is liable to the United States for \$43,091.30 in compensation paid by the Fund to AMPOL pursuant to OPA and in adjudication costs incurred by the Fund, and all costs incurred by the Fund by reason of this claim, including interest (including prejudgment interest), administrative and attorney's fees.

REQUEST FOR RELIEF

WHEREFORE, The United States respectfully requests that this Court:

(1) Enter a judgment of joint and several liability against the defendants and in favor of the United States, in the amount of \$363,093.56, plus all costs incurred by the Fund by reason of this claim, including interest (including prejudgment interest), administrative costs and attorney's fees; and

(2) Enter a judgment of liability against defendant Pharaoh in the amount of \$43,091.30, plus all costs incurred by the Fund by reason of this claim, including interest (including prejudgment interest), administrative costs and attorney's fees; and

(3) Grant such other relief as may be appropriate.

Dated this 16th day of April, 2019.

Respectfully submitted,

KAREN DWORKIN
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C.

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Chase E. Zachary, Assistant U.S. Attorney, 777 Florida Street, Suite
208, Baton Rouge, Louisiana 70801 (225) 389-0443

DEFENDANTSBELDEN INVESTMENTS, L.L.C., INTERSTATE EXPLORATION,
LLC, and PHARAOH OIL & GAS, INCORPORATED

County of Residence of First Listed Defendant Iberia
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

See attachment

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input checked="" type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Oil Pollution Act, 33 U.S.C. §§ 2701-2762

Brief description of cause:

Recovery of Oil Spill Removal Costs

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
363,093.56

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

04/16/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Chase E. Zachary

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

CIVIL COVER SHEET ATTACHMENT – ATTORNEYS FOR DEFENDANTS

Attorney for Belden Investments, L.L.C.:

David P. Salley
Salley Hite Mercer & Resor LLC
365 Canal Street
One Canal Place, Suite 1710
New Orleans, LA 70130
Phone: (504) 566-8800

Attorney for Interstate Exploration, LLC:

Harold J. Flanagan
Flanagan Partners LLP
201 St. Charles Ave., Ste. 2405
New Orleans, LA 70170
Phone: (504) 569-0235

Attorney for Pharaoh Oil & Gas, Incorporated:

Michael A. Crawford
Taylor, Porter, Brooks & Phillips L.L.P.
450 Laurel Street, Suite 800
Baton Rouge, LA 70801
Phone: (225) 387-3221

Middle District of Louisiana

Civil Action No. 19-224

Signature of Clerk or Deputy Clerk

Civil Action No. 19-224

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Middle District of Louisiana

Civil Action No. 19-224

Signature of Clerk or Deputy Clerk

Civil Action No. 19-224

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Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

for the

UNITED STATES OF AMERICA

Plaintiff(s)

V.

BELDEN INVESTMENTS, L.L.C., INTERSTATE
EXPLORATION, LLC, and PHARAOH OIL & GAS,
INCORPORATED

Defendant(s)

Civil Action No. 19-224

To: *(Defendant's name and address)* Pharaoh Oil & Gas, Incorporated
c/o Gary O. Bolen
112 W. 6th St.
McCamey, TX 79752

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: **THOMAS P. CARROLL**

THOMAS P. CARROLL
Assistant Section Chief
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 19-224

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☐ Other *(specify)*: _____

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Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: